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FUNDABIDOZI FUNTASTIC PLAY CENTERSSM

FPC INTERNATIONAL, INC.

1136 Suncastr Lane, Suite 8
El Dorado Hills, CA, 95762
Telephone: (916)221-0967
Telefacsimile: (916)941-6601

INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY THE FEDERAL TRADE COMMISSION

To protect you, we've required your Franchisor to give you this information. We haven't checked it, and do not know if it is correct. It should help you make up your mind. Study it carefully, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a Franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that has been left out, you should let us know about it. It may be against the law.

There may also be laws of franchising in your state. Ask your state agencies about them.

Federal Trade Commission
Washington, D.C. 20580

FRANCHISE OFFERING CIRCULAR RECEIVED
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FPC INTERNATIONAL INC.

A California corporation

1136 Suncast Lane, Suite 8
El Dorado Hills, CA, 95762
Telephone: (916)
Telefacsimile: (916)

The Franchise will offer educational enriching open play targeting pre-walkers to kindergarten children and their parents as well as a small café. Monday through Friday the centers primarily offer open play time complimented by a range of innovative instructor led classes including music and movement, cheer, and art classes. The centers remain open on weekends for parties, typically birthday parties. The centers operate with a small café so parents can relax while children experience extended open play in a safe and stimulating environment .

The initial franchise fee is \$15,000.00 to \$25,000.00. The estimated initial investment required ranges from \$211,400.00 to \$412,400.00.

Risk Factors:

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE FPC INTERNATIONAL, INC. ONLY IN THE COURTS OF EL DORADO COUNTY, CALIFORNIA. IT MAY COST MORE TO SUE IN EL DORADO COUNTY, CALIFORNIA THAN IN YOUR HOME COUNTY.
2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about comparison of franchisors is available. Call the state administrator listed in Exhibit "A" or your public library for sources of information.

Registration does not constitute approval, recommendation or endorsement by the California Commissioner of Corporations. If you learn that anything in this offering circular is untrue, contact the Federal Trade Commission and State authority.

Effective Date:

FRANCHISE OFFERING CIRCULAR

FPC INTERNATIONAL INC.

A California corporation

1136 Suncast Lane, Suite 8
El Dorado Hills, CA, 95762
Telephone: (916)
Telefacsimile: (916)

The Franchise will offer educational enriching open play targeting pre-walkers to seven year old children and their parents as well as a small café. Monday through Friday the centers primarily offer open play time complimented by a range of innovative instructor led classes including music and movement, cheer, and art classes. The centers remain open on weekends for parties, typically birthday parties. The centers operate with a small café so parents can relax while children experience extended open play in a safe and stimulating environment .

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Effective Date:

ITEM 1.

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

The franchisor is FPC INTERNATIONAL, INC. To simplify the language in this offering circular, the words “we”, “us” or “FPC” refer to FPC INTERNATIONAL, INC. “You” means the person or entity who buys the franchise. If you are a corporation, partnership, limited liability company or other business entity, “you” may also include your owners where indicated. To fully understand all of your and our rights and obligations to each other, you must carefully review the actual agreements you will sign. These agreements control if there is any dispute between you and us.

The Franchisor and its Predecessors

We are a California corporation, organized on April 28, 2006. We do business under the name “FPC INTERNATIONAL, INC.” and under the name “FUNDABIDOZI FUNTASTIC PLAY CENTERSSM” and associated trademarks, service marks, and logos. Our principal business address is 1136 Suncastr Lane, Suite 8, El Dorado Hills, CA, 95762. Our agent for service of process is James Kerr, 1136 Suncastr Lane, Suite 8, El Dorado Hills, CA, 95762.

We offer franchises in this state to operate businesses under the name and service mark “FUNDABIDOZI FUNTASTIC PLAY CENTERSSM”. We are establishing a chain of unique indoor play centers that offer educational enriching open play targeting pre-walkers to seven years olds and their parents. Monday through Friday the centers primarily offer open play time complimented by a range of innovative instructor led classes including music and movement, cheer, and art classes. The centers remain open on weekends for parties, typically birthday parties. The centers operate with a small café so parents can relax while children experience extended open play in a safe and stimulating environment.

The market for the indoor play centers are the parents, grandparents or guardians of children ages 18 months to seven years. Sales at FUNDABIDOZI FUNTASTIC PLAY CENTERSSM centers will not generally be seasonal although demand for our services is usually higher from Fall through the Spring. You will compete with pre-schools, indoor recreation facilities, gymnastic facilities, and other businesses specializing in educating and entertaining children.

We do not currently operate any centers. James Kerr and Suzanne Kerr, principals of FPC have operated an indoor play center in El Dorado Hills, California, through a corporate entity under the name “Funtastic Play Center” since August of 2005. We will begin offering franchises in the State of California upon the approval of this offering circular by the California Department of Corporations. We do not have any other lines of business and we do not offer franchises in any other lines of business.

ITEM 2.

BUSINESS EXPERIENCE

1. Director and Chief Executive Officer: James Kerr

James Kerr has been a member of our Board of Directors and the Chief Executive Officer since April of 2006. He has a Bachelor of Arts Degree in Commerce from Napier University in Edinburgh, Scotland. Prior to establishing FPC, he has worked in senior management and senior director positions in the global logistics industry. Since August of 2006, he has operated a children's play center under the name "Funtastic Play Center" in El Dorado Hills, California.

2. Director and Chief Financial Officer: Suzanne Kerr

Suzanne Kerr has been a member of our Board of Directors and the Chief Financial Officer since April of 2006. She has a Masters of Arts Degree in English literature from Edinburgh University in Edinburgh, Scotland. She also has a post graduate certificate in education and has eight years of teaching experience. She operated a successful preschool. Since August of 2006, she has operated a children's play center under the name "Funtastic Play Center" in El Dorado Hills, California.

3. Training Director: Karen Corvalan

Karen Corvalan has been our director of training since April of 2006. Since January of 2006, she has been an owner and director of Funtastic Play Center in El Dorado Hills, California. She has experience in the airline industry and has taught music and movement classes to children at a sports club.

ITEM 3.

LITIGATION

No litigation is required to be disclosed in this offering circular.

ITEM 4.
BANKRUPTCY

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in any proceeding under the United States Bankruptcy Code required to be disclosed in this Item.

ITEM 5.
INITIAL FRANCHISE FEE

If the franchise you are purchasing is the first or second franchise sold by FPC in the State of California, you will pay to FPC the lump sum of \$15,000.00 as the initial franchise fee when you sign the Franchise Agreement. If the franchise you are purchasing is the third through fifth franchise sold by FPC in the State of California, you will pay to FPC the lump sum of \$20,000.00 as the initial franchise fee when you sign the Franchise Agreement. If the franchise you are purchasing is the sixth or more franchise sold by FPC in the State of California, you will pay to FPC the lump sum of \$25,000.00 as the initial franchise fee when you sign the Franchise Agreement.

Existing FUNDABIDOZI FUNTASITIC PLAY CENTERS franchisees pay the lump sum of \$20,000.00, payable upon signing the additional Franchise Agreement.

In addition to the initial franchise fee, you will have to purchase from FPC an initial play equipment package. The size of the initial play equipment package and its cost shall be depend on the square footage of the location you select and will range from \$70,000.00 to \$140,000.00. You will also be obligated to buy a marketing start up package from FPC which will cost \$5,000.00.

There are no refunds of the initial franchise fees, initial equipment packages or start up marketing packages under any circumstances.

ITEM 6.

OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty ¹	6% of monthly gross sales.	Payable by the 5 th day of the following month.	“Gross sales” includes total gross revenue derived from the operation of the franchised business including services, and merchandise and excluding sales tax and refunds. Payable by automatic electronic debit.
National Advertising Program Fee ¹	\$200.00 per month.	Payable by the 5th day after the end of each month.	Payable by automatic electronic debit.
Late Royalty Payment Penalty ¹	\$50.00.	Upon demand.	Payable on royalty payments paid late. Payable by automatic electronic debit.
Interest on Late Royalty Payments ¹	18% per annum or maximum lawful rate	Upon demand.	Payable on overdue amounts and payable upon discovery after audit of under reporting of 3% or more of gross sales calculated from the original due date. Payable by automatic electronic debit.

Name of Fee	Amount	Due Date	Remarks
Transfer Fee ¹	\$2,000.00.	\$500.00 upon submission of an application to transfer. The remaining \$1,500.00 before the completion of the transfer.	
Audit Fees ¹	Reasonable actual costs of audit including salaries of our employees and travel expenses incurred.	Upon demand.	Payable if audit shows sales have been under reported by more than 3% over a 6 month period.
Additional Training ¹	\$200.00 per day plus expenses as requested by you.	As incurred.	We provide initial training free for two persons designated by you. We also provide other mandatory training free of charge. At your request, we will provide you with additional training with payment of the fee noted.
Supplier Approval Fee ¹	Reasonable and actual costs of inspection and testing.	Upon inspection and testing.	You must reimburse us for our out-of-pocket expenses incurred in evaluating new suppliers at your request.

Notes:

1. All fees are imposed by and payable to us. All fees are non-refundable.

ITEM 7.

INITIAL INVESTMENT

Expenditure	Actual or Estimated Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$15,000.00 to \$25,000.00	Lump Sum	Upon execution of Franchise Agreement	FPC
Travel and Living Expenses while Training (See Note 1)	\$400.00 to \$2,000.00	As incurred	During training	Airlines, Hotels, Restaurants
Rent (1 month plus security deposit) (See Note 2)	\$6,000.00 to \$12,000.00	As Incurred	At time of Lease signing	Landlord
Initial Play Equipment (See Note 3)	\$70,000.00 to \$140,000.00	Lump Sum	Prior to opening	FPC
Leasehold Improvements (See Note 4)	\$80,000.00 to \$140,000.00	As Incurred	Before opening	Lessor or General Contractor
Café Tables and Chairs and Party Room Tables & Chairs	\$5,500.00 to \$7,500.00	Lump Sum	Prior to opening (See Note 4)	FPC or Supplier
Point of Sale Equipment, Computer and Software (See item 11)	\$5,000.00 to \$6,000.00	Lump Sum	Prior to Opening	FPC

Expenditure	Actual or Estimated Amount	Method of Payment	When Due	To Whom Payment is to be Made
Marketing Start Up Package- t shirts, cards, internal signage, balloons, VIP cards, business cards, etc.	\$5,000.00	Lump Sum	At the time of ordering	FPC
Café Equipment (See Note 5)	\$5,000.00 to \$20,000.00	Lump Sum	Prior to Opening	Suppliers
Coffee Machine	\$2,000.00 to \$5,000.00	Lump Sum	Prior to Opening	Supplier
Stereo Equipment	\$250.00 to \$2,500.00	Lump Sum	Prior to opening	Supplier
Signs	\$1,000.00 to \$6,000.00	Lump Sum	Prior to opening	Supplier
Opening Inventory of Food and Drinks for Café	\$500.00 to \$1,000.00	Lump Sum	Prior to opening	Suppliers
Insurance	\$4,000.00 to \$6,000.00	Lump Sum	Prior to opening	Supplier
Utility Deposits	\$150.00 to \$600.00	Lump Sum	Prior to opening	Utilities
Grand Opening Advertising	\$2,000.00 to \$5,000.00	Lump Sum	Prior to opening	Supplier
Miscellaneous Opening Expenses (See Note 6)	\$500.00 to \$3,500.00	As incurred	As incurred	Suppliers, Service Providers, Government Agencies
Initial Inventory of Arts & Crafts Materials	\$100.00 to \$300.00	Lump Sum	Prior to Opening	Suppliers

Expenditure	Actual or Estimated Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds- 3 months (See Note 7)	\$9,000.00 to \$25,000.00	As incurred	As incurred	Employees, Suppliers, Utilities

Notes:

1. Travel and Living Expenses While Training: You will need to arrange for your own travel, hotel and meals for you and your associates. The cost of these items will depend on the distance you travel, the type of accommodations, and the wages you must pay to your employees to attend training.

2. Rent: FUNDABIDOZI FUNTASTIC PLAY CENTERS will typically be located in retail/warehouse centers or shopping areas and will be 3,000 to 5,000 square feet in size. You will typically lease an existing location and remodel it in accordance with our current design specifications. You may enter into a build-to-suit lease where the landlord agrees to build a building to your specifications and then lease it back to you. Rental rates will generally range between \$3,000 and \$6,000 per month depending on the size, location and market demand for the property. The range given in the chart is our estimate of the first month's rent and security deposit that will likely be required. You may also purchase a building and remodel it according to our current design specifications. The cost of such a building will vary drastically depending on a multitude of factors. Therefore, we have not estimated the cost of acquiring your own building. If you chose to do so, it is vital that you thoroughly investigate the costs and risks of such an acquisition.

3. Play Equipment- The cost of the play equipment will vary depending on the square footage of your center and its open play area. The equipment consists of soft play foam filled blocks and mats as well as hard modular slides, cabins, walkways and tunnels.

4. Leasehold Improvements: The cost of your construction of leasehold improvements will vary depending on the size of your center, the amount of remodeling required to meet our current design specifications, the cost of materials and the local cost of contract work. The range of amounts set forth for a center is the cost of reasonable renovation or leasehold improvements and may be less if the landlord provides a construction allowance to you and may be more if there are landlord or government requirements that arise during the construction process.

5. The café equipment will consist of refrigerators, freezers, display cases, microwaves and other related equipment.

6. **Opening Inventory:** Some suppliers may be willing to provide you with a portion of your inventory on terms, usually 30 days net. This would reduce the cost of your initial investment.

7. **Miscellaneous Opening Expenses:** These expenses may include business licenses, legal fees, accounting fees, and printing expenses.

8. **Additional Funds:** These amounts reflect the minimum amount of additional funds you will need for the first three months you operate your FUNDABIDOZI FUNTASTIC PLAY CENTER business. These funds will be needed for salaries and wages, payroll taxes, rent, marketing, product purchases, royalties, advertising, utility bills, inventory, taxes and insurance. The estimated amount for additional funds does not mean that you should “break even” operationally in three months. You and your business advisors should do your own investigation and analysis into when you might “break even”. You should consider budgeting additional amounts of working capital to cover unexpected circumstances, such as contractor cost overruns, delays in financing or opening, failure to meet sales projections or other matters.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Maintaining the reputation, good will, high standards, quality and uniformity of FUNDABIDOZI FUNTASTIC PLAY CENTERS is critical to the success of our franchise system. Therefore, we require you to purchase all retail products, supplies, equipment and materials from suppliers approved by us and who meet our standards and specifications for such items. Our specifications may include minimum standards for delivery, performance, design, appearance, composition, warranty and quality.

All of the retail products, supplies, equipment and materials you will purchase to begin operating your Franchised Business must be purchased from suppliers approved by us. We estimate that these will constitute 20 to 40 percent of your total purchases you will make to begin operation. We estimate that purchases of retail products, supplies, equipment and materials from approved suppliers will constitute 10 to 25 percent of your operating expenses.

If you wish to purchase retail products, supplies, equipment and materials from vendors not previously approved by us, you must submit to us a written request. We will investigate the vendor and examine the product, and may charge you or the proposed vendor a fee which will not exceed our cost of examination. Typically, we will give you a written response within 30 days.

You are required to purchase from your initial play equipment package and start up marketing package from us. We may make a profit on these items and any other items you purchase from us.

We have the right to receive payments from suppliers on account of their dealing with you and other of our franchisees and to use the amounts we receive without restriction (unless we agree otherwise with the supplier) for any purpose we deem appropriate. We may negotiate purchase arrangements with suppliers for the benefit of franchisees, which may include volume discounts. Some suppliers may pay us fees for products purchased through these negotiated agreements.

We must approve the location of your center. Your lease must provide that we have the right, at our option, to take assignment of the lease should you default in your obligations under the lease or should your franchise be terminated or not renewed for any reason.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional locations based on whether you purchase through approved sources except that purchases from unapproved vendors in violation of the Franchise Agreement will entitle us, among other things, to terminate your Franchise Agreement.

ITEM 9.

FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN OFFERING CIRCULAR
a. Site selection and acquisition/lease	4.1	Item 11
b. Pre-opening purchases and leases	3.2, 3.3, 7.4, 7.5	Items 5, 7 & 8
c. Site development	4.1, 7.4	Item 6, 7 & 11
d. Initial and ongoing training	6.1, 7.1	Item 11
e. Opening	6.1, 7.7	Item 11

OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN OFFERING CIRCULAR
f. Fees	3.1, 6.1, 7.8, 7.9, 8.1, 8.5, 8.6, 9.2	Items 5, 6, & 17
g. Compliance with standards and policies/operating manual	7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.11, 7.12	Items 8, 11, 15 & 16
h. Trademarks and proprietary information	5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7	Items 13 & 14
i. Restrictions on products and services offered	5.1, 7.9	Item 8
j. Warranty and customer service requirements	None	Item 11
k. Territorial development and sales quotas	None	N/A
l. Ongoing product/service purchases	7.3, 7.9	Item 8
m. Maintenance, appearance and remodeling requirements	7.4, 7.5	Item 11
n. Insurance	7.10	Item 6
o. Advertising	5.6, 7.7, 7.8	Items 6 & 11
p. Indemnification	12.3	Item 6
q. Owner's participation/management/ staffing	7.1, 7.6	Items 11 and 15
r. Records and reports	7.11, 8.3, 8.4	Item 11
s. Inspections and audits	7.14, 8.5	Items 6 and 11
t. Transfer	9.1, 9.2, 9.3, 9.4, 9.5	Item 17
u. Renewal	2.3, 11.1, 11.2, 11.3	Item 17
v. Post-termination obligations	10.4	Item 17
w. Non-competition covenants	5.8	Item 17

OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN OFFERING CIRCULAR
x. Dispute resolution	12.5, 12.6, 12.7, 12.8, 12.12, 12.13, 12.14, 12.15	Item 17

ITEM 10.

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11.

FRANCHISOR'S OBLIGATIONS

Except as listed below, we need not provide any assistance to you.

PRE-OPENING OBLIGATIONS

Before you open your FUNDABIDOZI FUNTASTIC PLAY CENTER, we have the following obligations to you:

Site Location

Before you begin operation, you must receive our approval of your site location and we will review your proposed lease for our purposes though we strongly recommend that you have your attorney review the proposed lease. When you sign your Franchise Agreement, if we have not already approved a site for your FUNDABIDOZI FUNTASTIC PLAY CENTER, we will approve a general area in which you can search for a location. You will have 180 days from the signing of the lease to open the center at an approved location. You alone are responsible for locating and evaluating prospective sites for a FUNDABIDOZI FUNTASTIC PLAY CENTER within the general area we designate. If we offer any assistance to you in this regard, you may not construe our assistance as a guarantee or other assurance that the site will be successful. We do not own the center premises or lease them to you and we do not negotiate the purchase or lease of your site. (Franchise Agreement- Paragraphs 4.1, 4.3)

We will review and either approve or disapprove the proposed site for your FUNDABIDOZI FUNTASTIC PLAY CENTER. We will not unreasonably withhold our approval of your site. The factors we consider in approving a site include its general location in the neighborhood, proximity to competitors, traffic count and patterns, density and income level of the surrounding population, economic and population growth, parking, ease of access, size and characteristics of building and lease terms. We will notify you of our approval or disapproval of the location within a reasonable time after receiving all of the relevant information, typically 10 to 20 days. (Franchise Agreement- Paragraphs 4.1.)

Site Plans

We will provide you with prototypical floor plans and play equipment layout plans for a typical FUNDABIDOZI FUNTASTIC PLAY CENTER. The design and appearance of both the exterior and interior of your center must be approved by us and consistent with other FUNDABIDOZI FUNTASTIC PLAY CENTERS. We will provide you, upon request, with specifications for the equipment, fixtures, signs, improvements, uniform interior design package and other items required for use in the typical FUNDABIDOZI FUNTASTIC PLAY CENTER. (Franchise Agreement- Paragraph 7.4)

Operating Manual

We will loan you one copy of the FUNDABIDOZI FUNTASTIC PLAY CENTER operating manuals. (Franchise Agreement- Paragraph 6.1) You must acknowledge that the operating manuals contain trade secrets belonging to us and that you may use them solely for the operation of your franchise center. You agree that you will not use any of the information contained in the operating manuals in any other manner or in connection with any other business. You also agree that you will not reveal any of the information contained in the operating manuals to any third parties. (Franchise Agreement- Paragraph 5.7.) The operating manual will consist of the following: Introduction to Opening Hours, Entry To Business, Weekly Routine, Staff Appearance, and Entrance Rules- one page; Open Play, Group Visits, Private Birthday Parties- one page; Fees, Close of Business Procedures- one page; Updating the Retail Pro System- one page; Marketing Strategies- one page; Bookkeeping, Retail Pro and Café Operation- one page; Revenue Streams- one page; Birthday Party scripts, letters and procedures- 6 pages, Family Profile Card Sample- one page.

Training

We will provide you and one person you designate a two-day training program at our corporate headquarters in El Dorado Hills, California. If this is your first purchase of a franchise, we will bear the direct cost of the training but you must pay for all of your expenses for travel, lodging, meals and other living expenses for you and your employee. If you are buying an existing franchise, there will be a charge for training. (Franchise Agreement- Paragraph 6.1)

The training program shall be as follows:

Subject	Timing	Instructional Material	Length of Session	Hours of On the Job Training	Instructor
Tour of facility, introduction of staff	Day 1	None	30 minutes	N/A	Karen Corvalan
Observation of Open Play and Procedures	Day 1	Operating Manual	120 minutes	N/A	Karen Corvalan
Marketing Discussion	Day 1	Operating Manual	60 minutes	(See Note 1 below)	James Kerr
Retail Pro POS	Day 1	Operating Manual and Software Manuals	90 minutes	(See Note 1 below)	Karen Corvalan
Banking and Record Keeping	Day 2	Operating Manual	60 minutes	(See Note 1 below)	Karen Corvalan and James Kerr
Café Procedures	Day 2	Operating Manual	120 minutes	(See Note 1 below)	Karen Corvalan or James Kerr
Birthday Party Training and Observation	Day 2	Operating Manual	180 minutes	(See Note 1 below)	Karen Corvalan
Emergency Procedures	Day 2	Operating Manual	60 minutes	(See Note 1 below)	Karen Corvalan
Customer Relations	Day 2	Operating Manual	60 minutes	(See Note 1 below)	Karen Corvalan

Note 1- In addition to the training at corporate headquarters set forth above, we will provide you with an additional day of training at your location immediately prior to the opening of your center. (Franchise Agreement- Paragraph 6.1)

POST-OPENING OBLIGATIONS

During the operation of your FUNDABIDOZI FUNTASTIC PLAY CENTER franchise, we will have the following obligations to you:

Products and Services

We will provide you with information concerning sources of products and services that meet our standards and specifications. (Franchise Agreement- Paragraph 7.9) We will provide you with a list of services and products that we authorize for sale in FUNDABIDOZI FUNTASTIC PLAY CENTERS and a list of approved suppliers. We will consider for approval the products and services you submit for approval for use in your FUNDABIDOZI FUNTASTIC PLAY CENTER business. (Franchise Agreement- Paragraph 7.9)

On-Going Support and Services

We will provide you with advice and consultation to assist you in the operation of your business including phone consultation and advice in accordance with the operating manuals delivered to you as amended from time to time at no charge to you. We will also provide advice and consultation at your location but you will be required to pay for our time and expenses. (Franchise Agreement- Paragraph 6.1)

We will provide you with standards, systems, tools, programs and procedures for operating a FUNDABIDOZI FUNTASTIC PLAY CENTER as well as all modifications to them. (Franchise Agreement- Paragraphs 6.1, 7.6)

We will make available to you advertising materials that we develop from time to time for use by FUNDABIDOZI FUNTASTIC PLAY CENTERS. You may use such materials in local advertising but you must pay all associated costs. (Franchise Agreement- Paragraph 6.1)

We will make available to you all improvements and additions to the FUNDABIDOZI FUNTASTIC PLAY CENTERS franchise system that we develop from time to time. (Franchise Agreement- Paragraph 6.1)

Marketing and Advertising

Local Advertising and Marketing

You may choose your own vendors to produce your advertising and marketing materials including print, radio and television advertising. You must submit everything to us for review before you display or use it. All advertising and marketing materials must meet or exceed our

standards and specifications and be approved by us in writing. We will provide you from time to time with advertising and marketing materials that we develop for our franchise system. You must spend a minimum of \$2,000.00 on advertising prior to the opening of center. You must spend a minimum of \$400.00 per month on advertising for the months of September through May once your center is open. (Franchise Agreement- Paragraphs 6.1, 7.7)

National Advertising Fund

We do not currently have a national advertising fund. However, we reserve the right to establish such a fund in the future when we have 20 franchises operating. If such a fund is established, you agree to contribute up to \$200.00 per month payable by automatic electronic debit or other form monthly on the 5th day after the end of each month. FPC will match these funds. Such a fund will be managed by our accounting and marketing personnel and all funds collected will be expended to maximize recognition of the FUNDABIDOZI FUNTASTIC PLAY CENTER marks and patronage of FUNDABIDOZI FUNTASTIC PLAY CENTERS. We will exercise sole discretion over the use of the funds. They may be used to develop marketing studies, advertising art, print advertisements, radio and television advertisements, direct mail pieces, outdoor advertising art, newspaper slicks and other materials for use by our franchisees. National advertising funds shall not be used to defray the costs of our general operating expenses other than those that are reasonably related to the management and administration of the activities administered by the fund. We will not use the funds to advertise for the sale of additional franchises. We plan to maintain and administer the fund ourselves. We will administratively segregate all money paid into the fund on our books and records but we may deposit the money into our general operating accounts. We may use the funds in the calendar year they are collected or we may hold the funds and use them in subsequent years. We will give you, upon request, annual unaudited financial statements for the fund. We are not required to ensure that you benefit from the fund and we are not required to spend any amount on advertising in your particular area. (Franchise Agreement- Paragraph 7.8)

POINT OF SALE AND COMPUTER EQUIPMENT

You must have an IBM compatible computer with at least a Pentium IV 3Ghz processor with 1GMMB Ram and a 56K external modem. You must use the Retail Pro software and you must have all hardware components necessary to operate the Retail Pro point of sale program. A portion of the Retail Pro software has been modified for use for the FUNDABIDOZI FUNTASTIC PLAY CENTER franchise system and you must acquire the software and hardware systems from our approved vendor, BHD Information Systems. You may be required to upgrade your hardware and software components of the point of sale system and there are no contractual limitations on the frequency or cost of the upgrades. (Franchise Agreement- 8.5)

All of your customer information, sales and accounting information will be entered into the Retail Pro point of sale system. We will have electronic access to all of this information and there are no contractual restrictions on our use of this information. (Franchise Agreement- 8.5)

TIME BEFORE OPENING

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your FUNDABIDOZI FUNTASTIC PLAY CENTER will be approximately one to three months. The factors that may affect this time period include your ability to locate an acceptable site and negotiate a lease, financing, building permits, zoning, building and other construction delays, weather conditions, and delayed installation of equipment, fixtures and signs.

ITEM 12

TERRITORY

You must locate your FUNDABIDOZI FUNTASTIC PLAY CENTER at a site that has been approved by us. You must operate from one location as a center and receive our approval before you relocate. You have no right to sell your services products or goods by mail order, Internet or catalog sales. We will not operate or allow any other party to operate a FUNDABIDOZI FUNTASTIC PLAY CENTER within ten (10) miles of your approved location as determined using the total estimated driving distance on the default directions (using highways) on Mapquest.com or a similar service. We do not restrict the location of customers that you may solicit to patronize your center. Likewise, we and other franchisees may solicit customers from the area surrounding your center. There are no sales quotas required for you to keep your protected territory. You do not receive the right to obtain additional franchises.

We have the right to open company owned centers as long as they are not located within your protected area. We may also develop alternative methods of distributing products including, wholesale, mail order, telemarketing, Internet, catalog or other sales. We may market products under other trademarks or service marks.

ITEM 13

TRADEMARKS

We grant you the right to operate a center under the name "FUNDABIDOZI FUNTASTIC PLAY CENTERSSM". By trademarks, we mean trade names, trademarks, service marks and logos used to identify your center. We have applied for registration with the United States Patent and Trademark Office with an intent to use application for the following trademarks:

FUNDABIDOZI FUNTASTIC PLAY CENTERS- Application #78/919,049, filed June 28, 2006, Class 41, parent and child entertainment and amusement centers, planning and conducting parties and camps, open play and classes for children;

FUNDABIDOZI FUNTASTIC PLAY CENTERS- Application #78/919,055, filed June 28, 2006, Class 43, child care services, café, restaurant and cafeteria services;

FUNDABIDOZI FUNTASTIC PLAY CENTERS- Application #78/919,044, filed June 28, 2006, Class 28, games, toys and sporting goods;

FUNDABIDOZI FUNTASTIC PLAY CENTERS- Application #78/919,038, filed June 28, 2006, Class 25, clothing.

We have not received final approval from the U.S. Patent and Trademark Office, but we expect these registrations to be issued in due course. By not having a formal Principal Register federal registration, we do not yet have certain presumptive legal rights granted by a registration on those marks. We intend to file all required affidavits in order to register, maintain and renew all of our trademarks. We may designate other trademarks to be used in the franchise system.

You must follow our rules when you use the trademarks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license you. You may not use our trademarks in connection with the sale of any unauthorized product or service or in a manner that is not authorized in writing by us.

No agreements limit our right to use or license the use of our trademarks.

You must immediately notify us when you learn about an infringement of or a challenge to your use of our trademarks. We will take whatever action we think appropriate. While we are not required to defend you against a claim against your use of our trademark, it is our policy to do so.

There are currently no effective material determinations of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court, involving our trademarks, nor are there any pending infringement, opposition or cancellation proceedings or litigation involving the trademarks. We do not know of any infringing uses which could materially affect your use of the trademarks.

You must modify or discontinue the use of the trademarks if we modify or discontinue using them. We are not obligated to compensate you if we discontinue or modify any trademark. The Franchise Agreement provides you with no rights if you must discontinue the use of the trademarks as a result of a proceeding or settlement. You must not directly or indirectly contest

our right to our trademarks, trade secrets or business techniques that are part of our business.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information contained in our operating manuals. The operating manuals are described in Item 11. Although we have not filed an application for a copyright registration for the operating manuals, we claim a copyright and the information is proprietary. Item 11 describes limitations on the use of this manual by you and your employees. You must promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

We permit you to use other trade secret information. This information may include designs and layouts, methods of operation, procedures, marketing methods, training manuals, operating manuals, sales promotion aids, business forms, accounting procedures, marketing reports, distribution procedures, product sources, informational bulletins and inventory systems. You must also maintain the confidentiality of this information. (See Paragraph 5.7 of the Franchise Agreement.)

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

While we highly recommend that you directly supervise the Franchised Business on its premises, you may designate an on-site manager who has completed our training program. We recommend that the on-site manager have an ownership interest in the franchise but it is not required.

Each individual who owns either the largest interest or a twenty five percent or greater interest in the franchisee entity must sign an agreement (Exhibit "D") assuming and agreeing to personally discharge all obligations of "you" under the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those services and goods that we have approved. (See Item 8.)

You must offer services and products that we designate as required for all franchises. The required services are educational enriching open play targeting pre-walkers to seven year old children and their parents. You must also offer food in a café to be located in your centers. There is no restriction on our right to make service or product changes.

We do not restrict you from soliciting any customers, no matter who they are or where they are located. However, unless otherwise expressly authorized by us, you may not sell anything from a location outside of your center or mail order, Internet or catalog sales. (See Item 12.)

ITEM 17.

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise Agreement. You should carefully read these provisions in the Franchise Agreement attached to this offering circular.

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	2.2	10 years from date of execution of the Franchise Agreement
b. Renewal or extension of term	2.3	If you are in good standing, you can add an additional term of 10 years.
c. Requirements for you to renew or extend	11.2	Providing written notice of intent to renew 6-18 months prior to end of term, have fully complied with terms of Franchise Agreement, sign then current Franchise Agreement
d. Termination by you	None	
e. Termination by FPC without cause	None	

Provision	Section in Franchise Agreement	Summary
f. Termination by FPC with cause	10.1	We can terminate your franchise only if you default on one or more of your obligations in the Franchise Agreement
g. "Cause" defined- defaults which can be cured	10.1	Monetary defaults after 5 days notice, 30 days to cure any other failure to abide by the standards and procedures or any term of Franchise Agreement not covered in "h" below
h. "Cause" defined- defaults which cannot be cured	10.1	Unapproved transfers, abandonment, material misrepresentations, repeated defaults even if cured, failure to comply with federal, state or local law after 10 day notice, termination of right of possession of premises, conviction of a felony, imminent danger to public health and safety
i. Your obligations on termination/ nonrenewal	10.4	Obligations include pay amounts owing, cease use of trademarks, assign lease, remove signage, return operating manual, assign phone number, sell inventories
j. Assignment of the Franchise Agreement by FPC	9.5	No restriction on our right to assign

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by you-definition	9.1	Includes transfer of Franchise Agreement, security agreement, judicial sale, passing by operation of law, transfer of 15% of business entity
l. FPC's approval of transfer by you	9.1, 9.2	We have the right to approve all transfers but will not unreasonably withhold approval
m. Conditions for FPC's approval of transfer	9.2	Transferee must qualify, sign new Franchise Agreement, complete training, no outstanding defaults, payment of transfer fee, release of claims
n. FPC's right of first refusal to acquire your business	9.3	FPC has the right to match any offer made for your franchise
o. FPC's option to purchase your business	None	
p. Your death or disability	9.2	Your next of kin or legatees under a will may assume obligations under Franchise Agreement upon signing written agreement
q. Non-competition covenants during the term of the franchise	5.8	You may not own, engage in or participate in a business similar to FUNDABIDOZI FUNTASTIC PLAY CENTER anywhere
r. Non-competition covenants after the franchise is terminated or expires	None	

Provision	Section in Franchise Agreement	Summary
s. Modification of the Franchise Agreement	12.10	All changes to Franchise Agreement must be in writing and signed by you and us, however, the operating manuals are subject to change
t. Intergration/merger clause	12.10	Only terms of the Franchise Agreement are binding (subject to state law), any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	12.12	Litigation must be venued in El Dorado County, California
w. Choice of law	12.12	California law applies

**ITEM 18.
PUBLIC FIGURES**

We do not use any public figure to promote its franchises.

**ITEM 19.
EARNINGS CLAIMS**

We do not furnish or authorize its salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income, or profits of a FUNDABIDOZI FUNTASTIC PLAY CENTER franchise. Actual results vary from unit to unit and we cannot estimate the results of any particular franchise.

ITEM 20.

LIST OF OUTLETS

Prior to the registration of this offering circular, FPC has not owned or offered any franchises in any states. James Kerr has operated a Funtastic Play Center at 1136 Suncast Lane, Suite 8, El Dorado Hills, CA, 95762 since August of 2005.

We estimate that we will sell the following number of franchises in the following states during the one year period beginning June 30, 2006:

California	5 franchises
Utah	2 franchises
Nevada	1 franchise.

ITEM 21

FINANCIAL STATEMENTS

Exhibit "B" our financial statement as of May 31, 2006.

ITEM 22.

CONTRACTS

Exhibit "C" is a copy of our current form Franchise Agreement. Exhibit "D" is a copy of our current form Guarantee Agreement.

ITEM 23.

RECEIPT

THE LAST PAGE OF THE OFFERING CIRCULAR IS A DETACHABLE DOCUMENT ACKNOWLEDGING RECEIPT OF THE OFFERING CIRCULAR BY THE PROSPECTIVE FRANCHISEE. IT MUST CONTAIN THE FOLLOWING STATEMENT IN BOLDFACE TYPE:

THIS OFFERING CIRCULAR SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS CIRCULAR AND ALL AGREEMENTS CAREFULLY.

IF FPC INTERNATIONAL, INC. OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS OFFERING CIRCULAR TO YOU BY THE EARLIEST OF:

(1) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR

(2) TEN (10) BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT;

(3) TEN (10) BUSINESS DAYS BEFORE A PAYMENT TO FPC INTERNATIONAL, INC..

YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE BUSINESS DAYS BEFORE YOU SIGN A FRANCHISE AGREEMENT.

IF FPC INTERNATIONAL, INC. DOES NOT DELIVER THIS OFFERING CIRCULAR ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL OR STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON D.C. 20580 AND THE APPLICABLE STATE AGENCY LISTED IN EXHIBIT "A" OF THIS OFFERING CIRCULAR.

CALIFORNIA ADDENDUM

“THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR”.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. The Franchise Agreement provides for termination upon bankruptcy. Federal bankruptcy law may prohibit termination of a franchise on filing of a petition in bankruptcy by a Franchisee (11U.S.C.A. §101 et seq.).